

CONSENT, WAIVER AND INDEMNITY FORM

I, the undersigned, in my personal capacity, and/or in my capacity as legal guardian of any minor children listed below ("Minors"), knowingly and voluntarily agree to the terms and conditions as outlined in this Consent, Waiver and Indemnity Form (the "Agreement") concluded with Namibia Horse Safari Company including any of its owners, members, directors, management, employees, agents (excluding sales agents) and/or volunteers (collectively referred to as "Namibia Horse Safari Company") in consideration for inter alia the provision of the safari, horse-riding and other related recreational activities (the "Riding Safari").

I hereby acknowledge and agree that:

1. I have fully read, understood and agree to the guidelines of Namibia Horse Safari Company which sets out the risks involved with the horses and horseback riding and the conditions of booking as reflected in "Schedule A" which is attached hereto and forms an integral part of this Agreement;
2. I voluntarily assume all the risks (including the consequences of those risks, should they arise) that are associated with the Riding Safari, including without limitation, the risks set out in Schedule A hereto as well as the risk of any negligence or recklessness by other participants in the Riding Safari;
3. I understand that there may be risks involved that are not known to me or to Namibia Horse Safari Company at this time or at the time of the activities in which I may participate and I agree to assume responsibility for such unforeseeable risks;
4. Whilst Namibia Horse Safari Company will act to the standards reasonably expected of a diligent riding safari operator, it shall not be under any additional obligation to control, mitigate or eliminate any of the risks set out in Schedule A or any other risks that may arise before, during or after the Riding Safari, and I understand that the presence of Namibia Horse Safari Company personnel does not necessarily assure my safety or lessen any of the risks involved;
5. I participate in the Riding Safari entirely at my own choice and risk, being fully aware of the recreational, horseback riding and other activities involved in the Riding Safari;
6. I shall approach and observe the horses and any wild animals encountered during the Riding Safari entirely at my own risk, and undertake to do so with caution;
7. I acknowledge that I have been strongly advised by Namibia Horse Safari Company at all times when riding or otherwise in close proximity to horses during the Riding Safari to wear a properly fitting and secure riding helmet and I understand and agree that any failure to do so shall be entirely at my own risk and against Namibia Horse Safari Company's specific advice.
8. I shall be responsible for controlling any horse which I am riding or leading or should have been riding or leading during the Riding Safari;
9. I shall fully and promptly comply with any and all reasonable instructions given by any member of Namibia Horse Safari Company during the Riding Safari and if requested shall ensure the same is passed on to other participants in the Riding Safari;
10. I shall at all times keep any Minors under my supervision and control, and ensure that all obligations contained herein are explained to them and adhered to by them; and
11. I agree to the jurisdiction of the Namibian High and Lower courts in any dispute arising from this agreement.

I hereby warrant and represent that:

- (i) I am in good health, have no medical problems that might interfere with my participation in the Riding Safari and can fulfil any physical requirements involved with the Riding Safari;
- (ii) I have obtained adequate medical/disability/life or other insurances to cover any losses that may be incurred by myself or any Minors during the Riding Safari;
- (iii) I have sufficient riding experience to participate in this safari
- (iv) I have read and understand the company Riding Policy and agree to the terms therein (Schedule "B")

I therefore hereby **release** Namibia Horse Safari Company, its successors, personal representatives and assigns of and from any and all actions, liability, claims, obligations, expenses (including attorney's fees), legal proceedings, loss of services, compensation and causes of action of any kind whatsoever in respect of or arising out of (whether immediately or in future) any loss and/or damage which I and/or any Minors might suffer directly or indirectly in

consequence of the Riding Safari save in so far as any such Damages arise from a failure by Namibia Horse Safari Company to act with such reasonable care as may be expected from a diligent riding safari operator.

I further agree to **indemnify**, defend and forever hold harmless Namibia Horse Safari Company, its successors, personal representatives and assigns from any and all liability, losses or damages of any kind as a result of any and all Damages (including those which may arise in the future or which may be initiated by or on behalf of me, any Minors or my heirs as a result of any loss or injury to me or to any Minors) arising out of or connected to the Riding Safari save in so far as any such damages arise from a failure by Namibia Horse Safari Company to act with such reasonable care as may be expected from a diligent riding safari operator.

Please note that you will be liable for medical fees and any further expenses incurred in case of emergency. Please ensure you are familiar with all the stipulations of your medical insurance policy. While Namibia has excellent emergency medical facilities, service is dependent on pre-payment, therefore international insurance policies often does not ensure immediate payment so credit card payments may be needed. Ensure you credit card company is informed about your travel plans **I further confirm that I have fully read and understood this document, I agree to its terms and understand that by signing below, I have given up substantial rights. I also confirm that I have been given ample opportunity to ask questions and make inquiries of Namibia Horse Safari Company regarding this Agreement. I therefore voluntarily sign this Agreement, without any duress or undue pressure from Namibia Horse Safari Company.**

SIGNATURE

Date:

Full names and Surname:

Identity number:

Telephone number:

WITNESS :

If signing this Form as parent/legal guardian on behalf of any Minors, please provide the following details FOR EACH MINOR CHILD:

Full names and Surname of parent/legal guardian:

Identity number:

Telephone number:

Full names and Surname(s) of MINOR CHILD(REN): 1)

Namibia Horse Safari Company guidelines

SAFARI RISKS

The Riding Safari entails activities involving horses, horseback riding and other potentially dangerous recreational activities which have an inherent element of risk and danger, including, but not limited to, the following:

- Horses are powerful and potentially dangerous animals which may at any time, without warning and for no humanly noticeable reason: jump forward, backward, or sideways; become uncomfortable; run wildly; buck; bite; kick; rear up; step on or come into violent contact with the riders or bystanders; or otherwise behave in an unpredictable manner;
- Horses become tired, stressed or bad-tempered, any and all of which may affect their behaviour;
- Horses may at any time trip, stumble and/or fall when being led, ridden or otherwise attended to;
- Weather, terrain, other animals, the riders, bystanders or other people or any matters listed above may adversely affect the horses' behaviour;
- Some or all of the Riding Safari will take place in remote and wilderness areas which of themselves pose risks, including, but not limited to, little or no transport or communication infrastructure, the presence of wild animals and extremely limited or no access to medical treatment; and
- Whilst Namibia Horse Safari Company will act to the standards reasonably expected of a diligent riding safari operator, there may be unforeseen or unexpected circumstances or occurrences to do with (inter alia) the behaviour of horses, safari participants, equipment or the environment that may cause injury to, illness or death of a participant or member of his or her family or damage or loss to property.

The items listed above, together with such risks as may be communicated either before or during the Riding Safari, are merely a summary of some of the risks to may be encountered during the Riding Safari and it is not possible to envisage, set out or anticipate all such risks, nor shall Namibia Horse Safari Company be under any absolute duty to do so. The consequences of such risks may include property damage, bodily and personal injuries, illness, paralysis, and death.

CONDITIONS OF BOOKING

Participants in the Riding Safari presented by Namibia Horse Safari Company understand that it is their own responsibility to:

- o arrange for travel to and from the starting point of the Riding safari;
- o carry valid travel documents appropriate to the destination;
- o carry any extra costs incurred for items that are not expressly described in the itinerary;
- o assume responsibility for any personal liability or loss incurred as a result of any travel delays or restrictions, medical problems, customs regulations, natural disasters, acts of terrorism, acts of war, actions of carriers, airline accidents or loss of luggage; and
- o inform Namibia Horse Safari Company should such participants **not** wish for Namibia Horse Safari Company to use any photographic material taken of them in any promotional material. Failure to do so shall warrant Namibia Horse Safari Company's right to use same for such purposes.

GENERAL

1. Namibia Horse Safari Company will use all reasonable endeavours to operate the Riding Safari in accordance with terms advertised but should Namibia Horse Safari Company be forced to cancel the Riding Safari, the participant shall only be entitled to a refund of moneys actually paid to Namibia Horse Safari Company and the latter shall not be liable for any other costs incurred by the participant;
2. Namibia Horse Safari Company reserves the right to prevent a participant from riding, should the latter's riding capability prove to be insufficient, or should such participant's behaviour endanger the safety and/or welfare of the other participants or horses. **NO REFUND SHALL BE MADE TO A PARTICIPANT WHO HAS BEEN PREVENTED FROM RIDING FOR ANY SUCH REASON OR TO ANY OTHER PERSON WHO HAS BEEN UNABLE/UNWILLING TO COMPLETE THE RIDING SAFARI.**
3. The Consent, Waiver and Indemnity Form, including this Schedule A (the "Agreement") shall be construed in accordance with and governed by the laws of the Republic of Namibia.
4. Should any provision of this Agreement be judged by an appropriate court to be invalid, illegal or unenforceable, the remaining provisions shall remain in valid and applicable should the essential provisions of the Agreement between the parties remain valid, binding and enforceable.

Riding Policy

Please familiarise yourself with the details of our riding policy as all our rides are subject to these terms and conditions. Please note we reserve the right to prevent anyone from riding if we feel they do not fulfil the minimum competence level as indicated or if weight and fitness level do not fall within that recommended for these challenging safaris.

Please review the terms and conditions below carefully before completing your reservation. These terms and conditions are set out to draw your attention to the fact that our obligations to you have certain limits. By sending a deposit towards your trip purchase, you certify that you do not have any physical condition or disability that would create a hazard for you, other travellers or our horses.

Namibia Horse Safari Company has the right to disqualify anyone at any time during the trip if the lead riding guide feels the trip member is physically or mentally incapable and/or if a trip member's continued participation will jeopardise the individual involved or the group. Refunds are not given under such circumstances.

Responsibility of ride participants

As we can spend up to 6 hours in the saddle a day you will need to be confident and riding fit enough to keep up with the group; capable of riding at all paces over rough terrain; rising at the trot and controlling you horse at the canter. You may be required to gallop at times. Regrettably we are not able to accommodate novice or riders.

Weight limit per horse is under 85 kg *dressed in riding gear* – from 85 kg a supplement is levied for a second and even a third horse to help with the work. Our absolute maximum weight limit is 95 kg. ***For our horses' sake please be accurate about your riding ability, your weight and your fitness level.*** We reserve the right to rest horses during a safari if you are not able to sustain an independent seat, or if your weight and riding ability do not fall within the minimum required.

If you do not ride regularly (2 - 3 times a week), we **strongly** recommend that you get into practise before joining one of our challenging safaris. It will be at the discretion of the company whether unfit or less experienced riders will be permitted to ride, taking into consideration their safety and enjoyment, and that of the group as a whole and *particularly the well-being of our horses.*

By signing our indemnity, it is assumed you understand the risks of being around horses, in riding generally and in camping and being in remote and wilderness areas where big game occurs. *Having medical insurance is a prerequisite for riding with us.* Please ensure you are familiar with the stipulations of your policy as many insurance companies will only insure you if wearing a safety helmet while riding. We cannot accept any liability for head injuries sustained as a result of ignoring this advice. Please insure your policy covers you for horse riding and includes emergency evacuation and medical repatriation. You are responsible for supplying your own properly fitting safety helmet.

Ride participant have a certain responsibility to Namibia Horse Safari Company and to the other member of the group. Participants are responsible for understanding the requirements of the ride, and for selecting a ride appropriate to their ability. Participants with medical problems or special dietary needs are responsible for informing Namibia Horse Safari Company of these issues well in advance.

Insurance, Visas and Inoculation

While Namibia does not require visas from most countries we accept no responsibility for sudden changes in policy. Please consult appropriate authorities before travelling. Yellow Fever inoculation is only required if you have visited a country where yellow fever is prevalent prior to travel to Namibia. Our safari routes are outside malaria areas.

Namibia has excellent medical facilities however medical care is subject to *immediate payment* for services. We recommend you ensure your credit card company is aware of your travel plans as card security systems can shut the card down if large purchases are suddenly made without prior warning. While Namibia Horse Safari Company will do everything it can to facilitate medical care it accepts no liability regarding the provision of medical care. Before travel please review your personal medical cover to ensure it meets your needs and that your credit card company is aware of your travel plans.

The cost of delays is not included, including flight delays and associated costs as well as delays because of bad weather, trail conditions, road conditions, transportation delays, government intervention or sickness for which Namibia Horse Safari Company or its agent, cannot make alternate provision for.

Participants are responsible for arranging travel to and from the ride's meeting point, for carrying valid travel documents, and for obtaining appropriate immunisation. Participants are responsible for understanding what is and is not included in the price as outlined in the detailed ride itineraries. Please read these carefully as well as the "Booking" information on our website so as to fully prepare yourself for the challenges of camping in wilderness areas.

We recommend you take out travel insurance when booking a safari to cover an unexpected cancellation due to injury or illness etc.

Limitation of Liability and Indemnity

Namibia Horse Safari Company and its owners, agents, member, directors, shareholders and employees do not own or operate any supplier of transportation or other goods or services such as hotel accommodation or sightseeing

establishments utilised on your trip, and consequently assumes no responsibility for any injury, loss, damage, delay or death to persons or property arising from the negligent or wilful act or failure to act of any person who is to or does provide goods or services for the trip or for the action or inaction of any other third party. Without limitation, Namibia Horse Safari Company is not responsible for acts of God, equipment failures, vehicle accidents, illness from food or otherwise; assaults, theft, or criminal activity, detention, annoyance, delays quarantine, strikes, failure of any means of conveyance to arrive or depart as scheduled; civil disturbances, terrorism, government restrictions or regulation, and discrepancies or changes in transit or hotel services over which we have no control. Reasonable changes in the itinerary may be made where deemed advisable for the comfort, safety and wellbeing of the trip members. The right is reserved to substitute hotels, alter the itinerary, and reverse the order of the places to be visited. We will keep you/your agent informed of any necessary changes.

On advancement of deposit to Namibia Horse Safari Company, the depositor therefore agrees to be bound by the above recited terms and conditions. Anyone who does not want pictures of themselves to be used in promotional materials should notify Namibia Horse Safari Company accordingly.